

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

July 9, 2009

ADDENDUM A

TO

INVITATION FOR BIDS
NO. PSD 09-CPSF-06-E
(September-October, 2009)

FURNISHING AND DELIVERING
FROZEN FOODS
FOR
VARIOUS CORRECTIONAL FACILITIES
ON OAHU, HAWAII, MAUI AND KAUAI

1. The effective term indicate on Offer Form pages, OF-2 through OF-7, should have read: "September – October, 2009" and does not affect the quantities represented.
2. The bid opening date remains unchanged.

Clayton A. Frank
Director

NOTICE TO INTERESTED PARTIES

This solicitation document is provided to you for **information purposes**. If interested in responding to this solicitation, you must submit your offer on an Offer diskette, available from the ASO-Purchasing and Contracts Staff at the Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814. Upon obtaining the diskette, you must register your company by providing contact information for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Request for Information

Submit FAX or E-MAIL to:

FAX No.:

(808) 587-1244

E-mail Address:

michael.b.clack@hawaii.gov

or

marc.s.yamamoto@hawaii.gov

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Legal Ad Date: July 2, 2009

INVITATION FOR BIDS

NO. PSD 09-CPSF-06-E
(September-October, 2009)

SEALED PROPOSALS

FOR

FURNISHING AND DELIVERING

FROZEN FOODS

FOR

VARIOUS CORRECTIONAL FACILITIES
ON OAHU, HAWAII, MAUI AND KAUAI

will be received up to and opened at 2:00 p.m.
on
July 15, 2009

in the Department of Public Safety, Administrative Services Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this solicitation may be directed to Marc Yamamoto at telephone no. (808) 587-1215; fax no. (808) 587-1244.

Clayton A. Frank, Director
Department of Public Safety

Offeror Name

PSD 09-CPSF-06-E

!! NOTICE TO OFFERORS !!

Reminder: General Conditions Form AG-008 Rev. 4/15/2009

(Referenced in the first paragraph of OFFER FORM page OF-1, **TERMS AND ACRONYMS USED HEREIN** and **SCOPE** on SPECIAL PROVISIONS page SP-1, and **CONTRACT EXECUTION** on SPECIAL PROVISIONS page SP-9)

Reminder: Country of Origin is Required

Offeror shall indicate on the diskette Offer Form pages, the brand name, **country of origin**, weight of each piece and the packaging per case of each item offered. [Refer to **Brand Name, Country of Origin, Weight, and Packaging** on SPECIAL PROVISIONS page SP-4]

All product packaging must be clearly labeled identifying the contents, the packaging size/weight, the manufacturing source, the packing date **and the country of origin**. [Refer to **PRODUCT PACKAGE LABELLING** on SPECIAL PROVISIONS page SP-9.]

Reminder: Website Addresses/Directions

<http://hawaii.gov/labor/forms>

[Refer to 2. **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award** on SPECIAL PROVISIONS page SP-7]

<http://hawaii.gov/dcca/areas/breg/online/>

[Refer to 3. **Compliance with Section 103D-310(c)(1) and (2), HRS** on SPECIAL PROVISIONS page SP-8]

<http://hawaii.gov/spo> Select "Forms for Vendors/Contractors/Service Providers" in the *Quicklinks* menu.

[Refer to **Final Payment Requirements** on SPECIAL PROVISIONS page SP-8]

Reminder: Electronic Procurement Dollar Amount

With the implementation of an electronic small purchase request for quotes (eRFQ) system for purchases less than **\$50,000** per year, registered vendors will be able to receive and respond to quote inquiries from agencies.

[Refer to **eRFQ** on SPECIAL PROVISIONS page SP-12]

Reminder: Offer Submittal

Offeror shall submit: (a) the diskette provided (containing the completed Offer Form pages), and (b) a completed and signed Offer Form page OF-1.

[Refer to **OFFER SUBMITTAL** on SPECIAL PROVISIONS page SP-5]

Reminder: Method Of Award:

Award(s), if any, shall be on an individual item basis to the responsive and responsible Offeror(s) submitting the lowest unit bid price per item, **contingent on the provisions specified in the following paragraph.**

[Refer to **METHOD OF AWARD** on SPECIAL PROVISIONS page SP-6]

Reminder: Record Keeping Requirement

In the case of ground beef, Contractor shall have "85/15" or something similar clearly marked on the packaging to identify the lean meat to fat content. If Contractor is the processor of the 85% lean, 15% fat ground beef, records of 85% lean to 15% fat test shall be kept. The State reserves the right to inspect these records for compliance. As applicable, the same package marking and record keeping are required with regard to the maximum 25% fat content of diced beef for stewing.

[Refer to **PRODUCT PACKAGE LABELLING** on SPECIAL PROVISIONS page SP-10]

Reminder: Possible effect of Electronic Procurement

Effective July 1, 2007, this solicitation and subsequent contract(s) MAY be conducted entirely on the internet.

[Refer to **ELECTRONIC PROCUREMENT** on SPECIAL PROVISIONS page SP-12.]

FROZEN FOODS FOR VARIOUS CORRECTIONAL FACILITIES ON
OAHU, HAWAII, MAUI, KAUAI
PSD 09-CPSF-06-E (September-October, 2009)

Procurement Officer
Department of Public Safety
State of Hawaii
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 Rev. 4/15/2009, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ **A Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ **A Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

(x) _____

Authorized (Original) Signature

Date: _____

Telephone No.: _____

Name and Title (Please Type or Print)

Fax No.: _____

* _____
Exact Legal Name of Company (Offeror)

E-mail Address _____

*If Offeror is a "dba" or a "division" of a corporation,
furnish the exact legal name of the corporation
under which the awarded contract will be executed:

Item No.	Description	BRAND (Full Name)	Country of ORIGIN	PACKAGING (Complete Details)	HCF	WCF	OCCC	WCCC	Total OAHU Quantities	Unit Price Per Pound	Hawaii Product?
BEEF, PROCESSED, CURED											
1	Diced for stewing, cut 1 1/2", not to exceed 25% fat, USDA Commercial or better.			lbs./cs.	0	1000	6000	800	7800 lbs.		yes () no ()
2	Ground, all beef skeletal, meat only beef fat, fresh-frozen, no beef by-products, 85% lean, 15% fat, 10 lbs./cello bag.			lbs./bag bags/cs. lbs./cs.	4000	3000	8000	1000	16000 lbs.		yes () no ()
3	Shoulder clod, boneless, 15-18 lbs./pc., N.Z. Select or better.			lbs./pc. pcs./cs. lbs./cs.	6000	4000	8000	2000	20000 lbs.		yes () no ()
4	Veal cubed patties, unbreaded, 4 oz./pattie, 10 lbs./cs.			oz./pc. lbs./cs.	2000	600	3500	500	6600 lbs.		yes () no ()
NON-MEAT											
5	Non-meat Pattie, 3.4-3.5 oz./pattie, 48-50 pcs./cs.	NO REQUIREMENTS			0	0	0	0	0		
PORK											
6	Boston Butt, boneless, individually wrapped, not more than 1/4" fat cover, 6-8 lbs./pc., 40-60 lbs./cs.			lbs./pc. lbs./cs.	8000	2600	10000	2040	22640 lbs.		
7	Ham, Tavern-style, boneless, hickory smoked, low sodium, vacuum packed, 90% fat free, not more than 29% water, 9-11 lbs./pc.	NO REQUIREMENTS			0	0	0	0	0		
8	Luncheon Meat, CANLESS, pure pork only, 1st grade, 6-10 lbs./pc.			lbs./pc. pcs./cs. lbs./cs.	0	0	5000	300	5300 lbs.		
SEAFOOD, FRESH, COOKED OR UNCOOKED											
9	Pollack, breaded filets, oven ready, 3-4 oz./pc., 10-25 lbs./cs.			oz./pc. lbs./cs.	800	600	2000	500	3900 lbs.		
10	Skinless fillet, fresh-frozen, "Au", Kajiiki, Hawan. Marlin, Blue Marlin, Nairagi, Striped Marlin, Hoki, Ahi, or Shutome.			lbs./cs.	1400	800	1800	500	4500 lbs.		yes () no ()
		SPECIES:									

Item No.	Description	BRAND (Full Name)	Country of ORIGIN	PACKAGING (Complete Details)	HCF	WCF	OCCC	WCCC	Total OAHU Quantities	Unit Price Per Pound	Hawaii Product?
POULTRY, PREPARED											
11	Chicken Patties, breaded, round, not more than 16 grams of fat/pc., 3 oz./pc.			oz./pc. pcs./cs. lbs./cs.	1200	1000	1400	100	3700 lbs.		
12	Chicken Thighs, 1st grade, NO TRAY-PACKAGING, 4-6 pcs./lb., 4/10 lb. bags.			pcs./lb. lbs./bag bags/cs.	30000	6000	27000	4000	67000 lbs.		
13	Turkey Bologna, Whole, 5-10 lbs./pc.			lbs./pc. lbs./cs.	400	1200	5000	600	7200 lbs.		
14	Turkey Frankfurters, 8 pcs./lb., 10 lbs./cs.	NO REQUIREMENTS			0	0	0	0	0		
15	Turkey Ham, Tavern-style, whole, 5-12 lbs./pc.			lbs./pc. lbs./cs.	800	0	3000	300	4100 lbs.		
16	Turkey Link Sausage w/casing, 16 links/lb., 10 lbs./cs., Jerome, Jennie O, Longmont, or equal	NO REQUIREMENTS			0	0	0	0	0		
17	Turkey Pastrami, whole, 5-10 lbs./pc.	NO REQUIREMENTS			0	0	0	0	0		
18	Turkey Roll, fully cooked, 8-12 lbs./pc.			lbs./pc. lbs./cs.	2000	800	4000	300	7100 lbs.		
19	Turkey Salami, whole, 5-10 lbs./pc.			lbs./pc. lbs./cs.	0	0	4000	300	4300 lbs.		
20	Turkey, course ground, raw, 10 lb. chub.			lbs./ea. lbs./cs.	2000	1600	4000	3900	11500 lbs.		
21	Turkey, rolled dark/white meat combo, raw, boned, low salt, 10-12 lbs./roll.			lbs./roll lbs./cs.	1000	1200	3000	500	5700 lbs.		
22	Turkey, Whole Tom, 24-26 lbs./pc.	NO REQUIREMENTS			0	0	0	0	0		

Item No.	Description	BRAND (Full Name)	Country of ORIGIN	PACKAGING (Complete Details)	KCF Quantities	Unit Price Per Pound	Hawaii Product?	HCCC Quantities	Unit Price Per Pound	Hawaii Product?
BEEF, PROCESSED, CURED										
1	Diced for stewing, cut 1 1/2", not to exceed 25% fat, USDA Commercial or better.			lbs./cs.	200 lbs.		yes () no ()	1000 lbs.		yes () no ()
2	Ground, all beef skeletal, meat only beef fat, fresh-frozen, no beef by-products, 85% lean, 15% fat, 10 lbs./cello bag.			lbs./bag bags/cs. lbs./cs.	900 lbs.		yes () no ()	1500 lbs.		yes () no ()
3	Shoulder clod, boneless, 15-18 lbs./pc., N.Z. Select or better.			lbs/pc. pcs./cs. lbs./cs.	1400 lbs.		yes () no ()	1500 lbs.		yes () no ()
4	Veal cubed patties, unbreaded, 4 oz./pattie, 10 lbs./cs.			oz./pc. lbs./cs.	360 lbs.		yes () no ()	400 lbs.		yes () no ()
NON-MEAT										
5	Non-meat Pattie, 3.4-3.5 oz./pattie, 48-50 pcs./cs.			oz./pc. pcs./cs. lbs./cs.	0			200 lbs.		
PORK										
6	Boston Butt, boneless, individually wrapped, not more than 1/4" fat cover, 6-8 lbs./pc., 40-60 lbs./cs.			lbs./pc. lbs./cs.	1400 lbs.			1500 lbs.		
7	Ham, Tavern-style, boneless, hickory smoked, low sodium, vacuum packed, 90% fat free, not more than 29% water, 9-11 lbs./pc.	NO REQUIREMENTS FOR KCF AND HCCC			0			0		
8	Luncheon Meat, CANLESS, pure pork only, 1st grade, 6-10 lbs./pc.	NO REQUIREMENTS FOR KCF AND HCCC			0			0		
SEAFOOD, FRESH, COOKED OR UNCOOKED										
9	Pollack, breaded filets, oven ready, 3-4 oz./pc., 10-25 lbs./cs.			oz./pc. lbs./cs.	400 lbs.			400 lbs.		
10	Skinless fillet, fresh-frozen, "Ahi", Kahi, Marlin, Blue Marlin, Nairagi, Striped Marlin, Hoki, Ahi, or Shutome.			lbs./cs.	400 lbs.		yes () no ()	600 lbs.		yes () no ()
		SPECIES:								

Item No.	Description	BRAND (Full Name)	Country of ORIGIN	PACKAGING (Complete Details)	KCF Quantities	Unit Price Per Pound	Hawaii Product?	HCCC Quantities	Unit Price Per Pound	Hawaii Product?
POULTRY, PREPARED										
11	Chicken Patties, breaded, round, not more than 16 grams of fat/pc., 3 oz./pc.			oz./pc. pcs./cs. lbs./cs.	150 lbs.			300 lbs.		
12	Chicken Thighs, 1st grade, NO TRAY-PACKAGING, 4-6 pcs./lb., 4/10 lb. bags.			pcs./lb. lbs./bag bags/cs.	2000 lbs.			7000 lbs.		
13	Turkey Bologna, Whole, 5-10 lbs./pc.			lbs./pc. lbs./cs.	200 lbs.			700 lbs.		
14	Turkey Frankfurters, 8 pcs./lb., 10 lbs./cs.	NO REQUIREMENTS FOR KCF AND HCCC			0			0		
15	Turkey Ham, Tavern-style, whole, 5-12 lbs./pc.			lbs./pc. lbs./cs.	300 lbs.			700 lbs.		
16	Turkey Link Sausage w/casing, 16 links/lb., 10 lbs./cs., Jerome, Jennie O, Longmont, or equal	NO REQUIREMENTS FOR KCF AND HCCC			0			0		
17	Turkey Pastrami, whole, 5-10 lbs./pc.	NO REQUIREMENTS FOR KCF AND HCCC			0			0		
18	Turkey Roll, fully cooked, 8-12 lbs./pc.			lbs./pc. lbs./cs.	300 lbs.			400 lbs.		
19	Turkey Salami, whole, 5-10 lbs./pc.			lbs./pc. lbs./cs.	200 lbs.			0		
20	Turkey, course ground, raw, 10 lb. chub.			lbs./ea. lbs./cs.	1200 lbs.			2000 lbs.		
21	Turkey, rolled dark/white meat combo, raw, boned, low salt, 10-12 lbs./roll.			lbs./roll lbs./cs.	300 lbs.			400 lbs.		
22	Turkey, Whole Tom, 24-26 lbs./pc.	NO REQUIREMENTS FOR KCF AND HCCC			0			0		

Item No.	Description	BRAND (Full Name)	Country of ORIGIN	PACKAGING (Complete Details)	MCCC Quantities	Unit Price Per Pound	Hawaii Product?	KCCC Quantities	Unit Price Per Pound	Hawaii Product?
BEEF, PROCESSED, CURED										
1	Diced for stewing, cut 1 1/2", not to exceed 25% fat, USDA Commercial or better.			lbs./cs.	200 lbs.		yes () no ()	400 lbs.		yes () no ()
2	Ground, all beef skeletal, meat only beef fat, fresh-frozen, no beef by-products, 85% lean, 15% fat, 10 lbs./cello bag.			lbs./bag bags/cs. lbs./cs.	1200 lbs.		yes () no ()	1200 lbs.		yes () no ()
3	Shoulder clod, boneless, 15-18 lbs./pc., N.Z. Select or better.			lbs./pc. pcs./cs. lbs./cs.	1600 lbs.		yes () no ()	900 lbs.		yes () no ()
4	Veal cubed patties, unbreaded, 4 oz./pattie, 10 lbs./cs.			oz./pc. lbs./cs.	480 lbs.		yes () no ()	300 lbs.		yes () no ()
NON-MEAT										
5	Non-meat Pattie, 3.4-3.5 oz./pattie, 48-50 pcs./cs.			oz./pc. pcs./cs. lbs./cs.	0			200 lbs.		
PORK										
6	Boston Butt, boneless, individually wrapped, not more than 1/4" fat cover, 6-8 lbs./pc., 40-60 lbs./cs.			lbs./pc. lbs./cs.	1500 lbs.			1000 lbs.		
7	Ham, Tavern-style, boneless, hickory smoked, low sodium, vacuum packed, 90% fat free, not more than 29% water, 9-11 lbs./pc.	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		
8	Luncheon Meat, CANLESS, pure pork only, 1st grade, 6-10 lbs./pc.	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		
SEAFOOD, FRESH, COOKED OR UNCOOKED										
9	Pollack, breaded filets, oven ready, 3-4 oz./pc., 10-25 lbs./cs.			oz./pc. lbs./cs.	400 lbs.			300 lbs.		
10	Skinless fillet, fresh-frozen, "Au", Kaliki, Hawn. Marlin, Blue Marlin, Nairagi, Striped Marlin, Hoki, Ahi, or Shutome.			lbs./cs.	600 lbs.		yes () no ()	0		
		SPECIES:								

Item No.	Description	BRAND (Full Name)	Country of ORIGIN	PACKAGING (Complete Details)	MCCC Quantities	Unit Price Per Pound	Hawaii Product?	KCCC Quantities	Unit Price Per Pound	Hawaii Product?
POULTRY, PREPARED										
11	Chicken Patties, breaded, round, not more than 16 grams of fat/pc., 3 oz./pc.			oz./pc. pcs./cs. lbs./cs.	280 lbs.			400 lbs.		
12	Chicken Thighs, 1st grade, NO TRAY-PACKAGING, 4-6 pcs./lb., 4/10 lb. bags.			pcs./lb. lbs./bag bags/cs.	7000 lbs.			4800 lbs.		
13	Turkey Bologna, Whole, 5-10 lbs./pc.			lbs./pc. lbs./cs.	350 lbs.			300 lbs.		
14	Turkey Frankfurters, 8 pcs./lb., 10 lbs./cs.	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		
15	Turkey Ham, Tavern-style, whole, 5-12 lbs./pc.			lbs./pc. lbs./cs.	100 lbs.			0		
16	Turkey Link Sausage w/casing, 16 links/lb., 10 lbs./cs., Jerome, Jennie O, Longmont, or equal	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		
17	Turkey Pastrami, whole, 5-10 lbs./pc.	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		
18	Turkey Roll, fully cooked, 8-12 lbs./pc.			lbs./pc. lbs./cs.	640 lbs.			300 lbs.		
19	Turkey Salami, whole, 5-10 lbs./pc.	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		
20	Turkey, course ground, raw, 10 lb. chub.			lbs./ea. lbs./cs.	1200 lbs.			600 lbs.		
21	Turkey, rolled dark/white meat combo, raw, boned, low salt, 10-12 lbs./roll.			lbs./roll lbs./cs.	240 lbs.			0		
22	Turkey, Whole Torn, 24-26 lbs./pc.	NO REQUIREMENTS FOR MCCC AND KCCC			0			0		

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	=	Department of Public Safety, Administrative Services Office— Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Rev. 4/15/2009, by the Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax
HST	=	Hawaii Standard Time
HCCC	=	Hawaii Community Correctional Center
HCF	=	Halawa Correctional Facility
KCCC	=	Kauai Community Correctional Center
KCF	=	Kulani Correctional Facility
MCCC	=	Maui Community Correctional Center
OSCC	=	Oahu Community Correctional Center
WCCC	=	Women's Community Correctional Center
WCF	=	Waiawa Correctional Facility

SCOPE

The furnishing and delivering of Frozen Food Supplies for various correctional facilities of the Department of Public Safety, as specified herein, shall be in accordance with these Special Provisions, Specifications, and the GC by reference made a part hereof and available at the ASO-PC and on the State of Hawaii, State Procurement Office's website: <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

NOTE: Offeror shall not offer any product containing saccharin or monosodium glutamate.

POINT OF CONTACT

For the purposes of the resultant price schedule, the points of contact are as follows:

		<u>Telephone</u>	<u>Facsimile</u>
Contract issues:	Mr. Marc Yamamoto	(808) 587-1215	(808) 587-1244
Facility ordering:	Ms. Nathalie Kodama	(808) 587-2553	(808) 587-1280

TERM OF CONTRACT

Each contract shall be for a period of two (2) months.

BI-MONTHLY SOLICITATIONS

Invitation for Bids will be available for pickup every two months. The schedule for the year 2009 is listed below. These Special Provisions and the General Conditions shall apply to each of these solicitations unless modified. Bi-monthly Invitation for Bids will be available for pickup according to the following schedule:

PROPOSALS	AVAILABLE DATE	BID OPENING DATE
PSD 09-CPSF-06 - A : (JAN-FEB)	November 5, 2008	November 19, 2008
PSD 09-CPSF-06 - B : (MAR-APR)	January 7, 2009	January 21, 2009
PSD 09-CPSF-06 - C : (MAY-JUN)	March 4, 2009	March 18, 2009
PSD 09-CPSF-06 - D : (JUL-AUG)	May 7, 2009	May 20, 2009
PSD 09-CPSF-06 - E : (SEP-OCT)	July 2, 2009	July 15, 2009
PSD 09-CPSF-06 - F : (NOV-DEC)	September 2, 2009	September 16, 2009

OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell the product(s) specified herein. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror should resolve the questions prior to submitting an offer. If an Offeror offers a product that meets specifications and is acceptable, and the price submitted is the lowest price bid, the contract will be awarded to that Offeror.

STATE'S COMMITMENT

In return for prices submitted, the correctional facilities will purchase all of their requirements for products listed herein from the lowest responsive, responsible Offeror(s). It is provided, however, when the quality level or product design is not suited to the agency's purpose, the Department's Food Services Division in consultation with the Procurement Officer, may grant an exception to this commitment.

OFFEROR QUALIFICATIONS

At the time of offer and during the contract period, Offeror must have a wholesale or retail business within the State of Hawaii to warehouse, inventory, and deliver the items awarded. Award will not be made to any Offeror not meeting the qualification requirements.

QUANTITIES

Quantities listed herein are estimates for the two-month period specified. No guarantee to purchase the exact amount listed is intended or implied. Estimated quantities specified herein are subject to change prior to award, and the State reserves the right to increase or decrease the estimated quantity requirements within a twenty-five percent (25%) range for each item during the two-month period. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only. Notwithstanding the foregoing, bidder agrees that all items offered shall be delivered in accordance with the delivery requirements specified herein at the quoted unit bid prices.

Facilities shall notify the Contractor of any increase in quantities with as much lead time as possible to allow Contractor to provide the item(s). If the Contractor fails or refuses to supply

the ordering facility with any item, the facility reserves the right to purchase the item(s) from other sources and to charge the Contractor the difference in price.

In the event the requirements do not materialize in the quantities listed, such failure shall not constitute grounds for an equitable adjustment under this contract.

RESPONSIBILITY OF OFFERORS

Offerors are encouraged to submit the items below with their offer. Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of Section 3-122-112, Hawaii Administrative Rules (HAR).

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Form, page OF-1 shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Price. Unit bid prices shall be rounded to the nearest cent (no more than two decimal places), and shall be based on delivery to destination and stacking of items in storage area(s) as requested by using agencies, and shall include all costs except the Hawaii GET, currently

4% for all islands except Oahu, and 4.5% for the island of Oahu only. The amount of the GET may be added to the invoice as a separate line item and shall not exceed the current rate.

All prices shall remain firm for the two month period specified herein.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

Brand Name, Country of Origin, Weight, and Packaging. Offeror shall indicate on the diskette Offer Form pages, the brand name, country of origin, weight of each piece and the packaging per case of each item offered. (As an example, Item No. 3 specifies Shoulder clod, boneless, 15-18 lbs./pc., N.Z. Select or better. Example of Offeror's response: Foster Farm, N.Z., 15-18 lbs./pc., 3 pcs./cs., 45-54 lbs./cs.) Failure to do so or the inclusion of remarks such as "as specified", "Packer", an abbreviation of the brand name or a blank space may result in rejection of offer for the particular item(s). The total net weight of any item shall not include the packaging (i.e., box, wrapping, etc.)

Acceptance of packaging size or packing other than what is specified shall be at the option of the State.

Multiple or Alternate Offers. Multiple or Alternate Offers shall not be accepted. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

Offer Guaranty. An offer security deposit is not required for this solicitation.

HAWAII PRODUCT PREFERENCE

A Hawaii Product preference is available for those items noted on the Offer Form. The following are registered Hawaii Products:

		<u>Class</u>
1. Aala Meat Market, Inc.	Beef, boneless stew meat	III – 10%
	Beef, ground –85% lean, 15% fat	III – 10%
	Beef Clod, boneless shoulder, 50/60 lbs.	II – 5%
	Fish – skinless fillets, fresh frozen fish, au,	
	Hawaiian marlin, kajiki, blue marlin, nairagi,	
	striped marlin, hoki, or ahi	III – 10%

2.	Hawaii Beef Products, LLC	Beef, stew meat, Good or Better	III – 10%
		Beef, ground, Good or Better	III – 10%
		Beef clod, Good or Better	III – 10%
3.	J. J. Andrade Slaughterhouse, Inc.	Beef, for Boneless Stew	III – 10%
4.	Maui Cattle Company, LLC	Beef, ground – 85% lean, 15% fat	III – 10%
		Beef, Stew	III – 10%
5.	Palama Holdings LLC dba Palama Meat Co.	Beef, diced for stewing	III – 10%
		Beef, ground – 85% lean, 15% fat	III – 10%
		Clod, steer, boneless shoulder, 50/60 lbs.	
		U.S. Good or better	III – 10%
6.	Tropic Fish & Vegetable Center, Inc.	Veal cube patties, unbreaded	II – 5%
		Kajiki (Pacific Blue Marlin)	III – 10%
		Ahi (Tuna)	III – 10%
		Shutome (Broadbill Swordfish)	III – 10%
7.	Wong's Meat Market, Ltd.	Nairagi (Striped Marlin)	III – 10%
		Beef, Boneless stew meat	III – 10%
		Beef, ground – 85% lean, 15% fat	III – 10%

Offeror shall designate "Yes" or "No" in the appropriate offer column where a Hawaii Product is being offered. A blank space shall indicate that a Hawaii Product is not being offered.

OFFER SUBMITTAL

Offeror shall submit: (a) the diskette provided (containing the completed Offer Form pages), and (b) a completed and signed Offer Form page OF-1. Hard copy of the Offer Form pages will be disregarded and the Offer Form pages on the diskette shall govern. Offeror is cautioned that illegible offers of any item may be automatically rejected to avoid any errors in interpretation during the offer evaluation process. Offerors may not be given an opportunity to clarify questionable prices.

Offeror shall submit the offer in a sealed envelope identified with the following information:

Offeror's name address and telephone number
The words, "INVITATION FOR BIDS"
The Invitation for Bids number and title
Date and time of the bid opening
Attention: Purchasing and Contracts

Offers shall be received up to the time fixed in the public notice for opening of bids, or as amended. Any offer failing to meet the bid opening deadline shall not be considered for award.

Faxed Documents. Facsimile or e-mailed version of bid offers shall NOT BE ACCEPTED. Offerors shall plan accordingly to meet the bid opening date.

SAMPLE, PRODUCT LABEL AND/OR WRITTEN STATEMENTS REQUIRED

When requested by the State, Offeror shall submit sample, product label, product number, and/or written statements verifying that the item(s) offered meets specifications. Samples, product labels, and/or additional literature shall be provided at Offeror's own expense and submitted within five (5) calendar days from the date of the State's request. Failure to do so shall be sufficient cause for rejection of the item offer. Any samples submitted for testing purposes shall become the property of the State and may not be returned to the Offeror.

When an item's Specifications include a range (e.g. 5-10) Offeror shall indicate the range they are offering (e.g. 6-10) as applicable. Descriptions such as "approximately" or "average" (e.g. 10 avg.) are not acceptable and will be regarded as a non-responsive bid offer.

The State shall be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final.

METHOD OF AWARD

Award(s), if any, shall be on an individual item basis to the responsive and responsible Offeror(s) submitting the lowest unit bid price per item, contingent on the provisions specified in the following paragraph. Unit Bid Price (UBP) shall be rounded to the nearest penny and the rounded figure shall be considered to be the UBP. Evaluation and award, if any, shall be the amount of the rounded UBP.

For each item, where differences in packaging size and/or packing and/or Hawaii Products Preference are involved, award shall be made to the lowest evaluated unit bid price. For items No. 4, 5, 9, and 11, award shall be made to the lowest evaluated unit price per piece. For evaluation purposes on each item, no preference shall be considered when only registered Hawaii Products are offered. Where offers on an item include both registered Hawaii Products and non-Hawaii Product(s), for the purpose of determining the lowest evaluated offer, all offers for Hawaii Products shall be decreased by their applicable classification preferences. Where applicable, unit price per piece shall be calculated after any Hawaii Product preference is considered. Award shall be the amount of the price offered, exclusive of any preference.

Offeror need not submit an offer on all items or islands to qualify for award. Offeror must complete all information requested for each item to qualify for award. Failure to do so or the inclusion of remarks such as "as specified", "Packer", or a blank space may result in rejection of the offer for the particular item(s). If any of the requested product information is missing from the Offeror's offer, the State will be unable to determine from the information given, whether or not the product is acceptable. No Offeror will be allowed to clarify product identification after bid opening. This is to assure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of Offers.

The Corrections Program Services Food Services Officer determines the acceptability of packaging for the correctional facilities.

The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

REQUIREMENT FOR AWARD

Offeror shall, upon award of a contract, furnish the following documents to the procurement officer to demonstrate compliance with the requirements of Section 3-122-112, HAR.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

1. **HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

2. **HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.** Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

3. **Compliance with Section 103D-310(c)(1) and (2), HRS. (Certificate of Good Standing).**
Instructions are as follows:

Pursuant to section 3-122-112, HAR, the lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <http://hawaii.gov/dcca/areas/breg/online/>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the ASO-PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the Form is available at <http://hawaii.gov/spo>. Select "Forms for Vendors/Contractors/Service Providers" in the *Quicklinks* menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

TIE OFFERS

Tie offers received from responsive Offerors that are identical in price shall be awarded in the following manner:

1. Award shall be to the Offeror who received the previous award for the same item.
2. If none of the tied Offerors received the previous award for the item, then the tie shall be resolved by the drawing of cards. Offeror with highest value card will be awarded.

REQUEST FOR WITHDRAWAL OF OFFER

An Offeror may submit a written request to withdraw their offer or portion thereof prior to the Notice of Award. All requests shall be accompanied by applicable documentation justifying the request for withdrawal. Any request for withdrawal of an offer for an item or a group of items shall be subject to approval by the Procurement Officer or its designee. Failure to submit documentation justifying the Offeror's request shall be sufficient reason to deny the request.

No requests for withdrawal shall be considered after the Notice(s) of Award(s), if any, have been issued.

CONTRACT EXECUTION

Successful Offeror(s) will receive a Notice of Award by letter, which will be attached to a Department of Public Safety price schedule confirming the Items, which the respective successful Offeror has been awarded. This method of award does not waive compliance with the Specifications, Special Provisions, and GC of the bid.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii will not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

ORDERS AND DELIVERY

A price schedule shall be established from which each facility shall issue purchase orders to the Contractor(s) as supplies are needed during the contract period.

Deliveries shall be made between the 1st and 15th day of each month unless otherwise specified on the purchase orders. Contractor is obliged to deliver according to these contract terms and within the required delivery time. Contractor shall not impose minimum case quantities for deliveries.

PRODUCT PACKAGE LABELLING

All product packaging must be clearly labeled identifying the contents, the packaging size/weight, the manufacturing source, the packing date, and the country of origin. If the packing date is part of a code, Contractor shall be able to provide the ordering facility with information on how to read the code. Contractor shall not repackage any product from the manufacturer's original packaging, whether it is individually wrapped or boxed in cases, without the approval of the ordering facility.

In the case of ground beef, Contractor shall have "85/15" or something similar clearly marked on the packaging to identify the lean meat to fat content. If Contractor is the processor of the 85% lean, 15% fat ground beef, records of 85% lean to 15% fat test shall be kept. The State

reserves the right to inspect these records for compliance. As applicable, the same package marking and record keeping are required with regard to the maximum 25% fat content of diced beef for stewing.

PRODUCT DATES

Product packaging (individually or on the case) must be clearly marked with a pack date. Contractor shall not furnish the ordering facility a product that is older than nine (9) months from the pack date without the ordering facility's written approval. Frozen products with expired "use by", "sell by", or "freeze by" dates is unacceptable, and may be returned to the Contractor for replacement.

QUALITY OF GOODS

In the event any item(s) furnished by the Contractor fails to conform to the specifications, or if item(s) delivered are received spoiled, stale, damaged, out-dated, or in a condition not fit for consumption or usage, the State reserves the right to reject such item(s). It shall thereupon become the duty of the Contractor to replace such rejected item(s) immediately without expense to the State. Should Contractor fail, neglect, refuse to do so, or if in the opinion of the State, it occurs too often, the State shall have the right to terminate the contract for default in accordance with Section 13 of the General Conditions and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

The State will be the sole judge of the quality and suitability of the item(s) offered and its decision shall be final. Failure to replace any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective products.

INVOICING

An original or certified original plus three (3) copies of the invoice shall be sent directly to the ordering facility. Contractor shall reference the purchase order number on the invoice.

The invoice shall indicate the price per unit, the quantity delivered, and the calculated price extension. Applicable Hawaii General Excise Tax shall be shown separately and added to the calculated price extension total on the invoice.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

FAILURE TO DELIVER

Contractor shall be obliged to deliver items awarded in this contract in accordance with the terms and conditions stated herein. When an item is not available, it shall be the Contractor's responsibility to obtain prior approval from the Contract Administrator to deliver an equal or better substitute at the contract price quoted.

If the Contractor fails to deliver awarded bid items within the time specified because of conditions beyond his control, the State reserves the right to purchase in the open market a corresponding quantity of any such item and thereby deleting this quantity from the State's obligation to the Contractor. The State will not assess the Contractor the difference between the price named in the contract and the actual cost charged to the State, provided the Contractor substantiates in writing with documentation the cause of non-delivery of the item(s). However, the Contractor shall be liable for any excess costs for such similar goods if he is unable to substantiate to the satisfaction of the State or if in the opinion of the State, the failure to deliver goods was due to the negligence of the Contractor.

In the event Contractor consistently needs to substitute or refuses to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules (HAR).

VENDOR AND PRODUCT EVALUATION

Product Evaluation. Upon the Purchasing and Contracts Staff receiving a product quality complaint from any facility, a copy will be sent to the Contractor. The Contractor shall follow-up with the manufacturer, if necessary, and respond to the Purchasing and Contracts Staff as to what remedies have or will be taken to correct the problem. If the product quality is not improved and the complaint(s) persist, steps will be taken to delete the Contractor's product from the price list.

Vendor Evaluation. In the event of a complaint regarding a Contractor's service (i.e., delivery delays, numerous backorders, failure to correct defective product deliveries etc.), Contractor shall be sent a copy of the complaint. Within one (1) week of Contractor's receipt of the complaint, Contractor shall meet with or contact the using agency to resolve the problem, then shall notify the Purchasing and Contracts Staff in writing of the measures taken to resolve the complaint.

Should the Contractor consistently receive complaints for poor service or fails to resolve the complaint(s), the Procurement Office reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

The resolving of any product and vendor evaluation complaint shall be at the Contractor's expense.

RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the wall at room 413 Administrative Services Office-Purchasing and Contracts, 919 Ala Moana Boulevard, Honolulu, Hawaii 96814.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Director, Department of Public Safety, 919 Ala Moana Boulevard, 4th Floor, Honolulu, Hawaii 96814.

ELECTRONIC PROCUREMENT

Effective July 1, 2007, this solicitation and subsequent contract(s) MAY be conducted entirely on the internet.

Introduction. The State is planning to establish Hawaii's Electronic Procurement System (HePS) to order goods and services. Vendors are advised that the HePS is projected for implementation in the future and that the manner in which business is conducted with the State will be affected. Details are available on the internet at: <http://www.hawaii.gov/spo/E-Procurement/index.html/view>.

When the HePS is established and implemented, the impact will be two-fold:

1. **eRFQ:** With the implementation of an electronic small purchase request for quotes (eRFQ) system for purchases less than \$50,000 per year, registered vendors will be able to receive and respond to quote inquiries from agencies.
2. **eCatalog:** With the implementation of an electronic price list catalog (eCatalog) system, State Procurement Office (SPO) price lists and the Department of Public Safety's (PSD) requirements contracts (price schedules) will be available on an extranet for PSD agencies to peruse and order items from.

Method of payment may be by electronic purchase order or procurement card (pCard).

Administrative Fee. The State is planning to fund the HePS by assessing the contractor an administrative fee based on the dollar amount of sales. The State anticipates that the fee will not exceed one per cent.

Implementation of eCatalog. Upon implementation of the HePS and at the option of the PSD depending on which PSD price schedules are included in the HePS, PSD price schedule contractors shall agree to integrate its catalog of goods/services into the HePS and also agree to the following conditions.

Once the contractor's catalog is integrated into the HePS and ready to receive orders from agencies, the Contractor shall pay a transaction fee that includes the above-mentioned administrative fee for each order placed against the price list contract. We anticipate that the total of both fees will not exceed one per cent. Failure to make payments may result in termination of the contract.

The PSD will negotiate an equitable adjustment in unit prices with the price list contractors to account for the transaction fee. The State will negotiate a single pricing structure that prohibits discounts or otherwise discriminatory pricing or preferences for price list orders placed outside of the HePS, and shall require the Contractor to manually track and report the volume and dollar amount of price list purchases outside of the HePS.

FACILITY LOCATIONS

In return for prices submitted, the following correctional facilities will purchase their requirements of the products listed herein from the lowest responsible and responsive Offeror(s). Street Addresses with the Food Service Manager for each facility are as follows:

HALAWA CORRECTIONAL FACILITY (HCF)
99-902 Moanalua Road
Aiea, Hawaii 96701
Attn: Mr. Carmelo Santiago-Lopez, Institutional Food Service Manager
Phone number: 485-1892

SPECIAL NEEDS FACILITY (HCF/SNF)
99-902 Moanalua Road
Aiea, Hawaii 96701
Attn: Mr. Herbert Sellers, Institutional Food Service Manager
Phone number: 485-1896

WAIAWA CORRECTIONAL FACILITY (WCF)
94-560 Kamehameha Highway
Waipahu, Hawaii 96797
Attn: Mr. Alvin Okada, Institutional Food Service Manager
Phone number: 677-6154 / 677-6148

OAHU COMMUNITY CORRECTIONAL CENTER (OCCC)
2199 Kamehameha Highway
Honolulu, Hawaii 96819
Attn: Mr. Jimmy Magallanes, Institutional Food Service Manager
Phone number: 832-1491/1492

WOMEN'S COMMUNITY CORRECTIONAL CENTER (WCCC)
42-477 Kalaniana'ole Highway
Kailua, Hawaii 96734
Attn: Mr. Ronald Nimcheski, Institutional Food Service Manager
Phone number: 266-9834

KULANI CORRECTIONAL FACILITY (KCF)
HC 01 Stainback Highway
Hilo, Hawaii 96720
Attn: Mr. Tommy Elisaga, Institutional Food Service Manager
Phone number: 933-1922

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)
Hale Nani
3200 Kanoelehua Avenue
Hilo, Hawaii 96720
Attn: Ms. Mary N. Granger, Institutional Food Service Manager
Phone number: 981-5013 / 981-7283

MAUI COMMUNITY CORRECTIONAL CENTER (MCCC)
600 Waiale Drive
Wailuku, Hawaii 96793
Attn: Mr. Kirk Bode, Institutional Food Service Manager
Phone number: 243-5853

KAUAI COMMUNITY CORRECTIONAL CENTER (KCCC)
5350 Kuhio Highway
Lihue, Hawaii 96766
Attn: Mr. Ron Atendido, Institutional Food Service Manager
Phone number: 241-3054